

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NUMBER 92210 30565950		PAGE 1 OF 36	
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N65540-03-Q-0259	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME DAVID DENNISON		b. TELEPHONE NUMBER (No Collect Calls) 215-897-1494 215-897-7059 (FAX)		6. SOLICITATION ISSUE DATE 03-MAR-25 8. OFFER DUE DATE/LOCAL TIME 0600 03-APR-18/ PM	
9. ISSUED BY CONTRACTING OFFICER NSWC CARDEROCK DIVISION 5001 S. BROAD STREET PHILADELPHIA PA 19112-1403 ATTN: DAVID DENNISON 215-897-1494				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO RECEIVING OFFICER, FISC, NSWC CARDEROCK DIVISION 1601 LANGLEY AVENUE PHILA. PA 19112-5051 ATTN: NAVAL BUSINESS CENTER				16. ADMINISTERED BY		12. DISCOUNT TERMS	
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE				18a. PAYMENT WILL BE MADE BY		CODE	
TELEPHONE NO. - -							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	REQN. NO. 92210 /30565950 ITEM NAME: FIRM-FIXED PRICE REQUIREMENTS TYPE PURCHASE ORDER(S) FOR THE FURNISHING OF CARBON STEEL PIPE, TUBING, FLANGES, ELBOWS, REDUCERS, CAPS, (Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, AND 52.212-5 ARE ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <input type="checkbox"/>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		38. S/R ACCOUNT NUMBER	
						39. S/R VOUCHER NUMBER	
				42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

CONTINUATION SHEET

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VENDOR:

SECTION B SUPPLIES/SERVICES

ITEM	SUPPLIES/SERVICES (CONTINUED) AND TEES IN ACCORDANCE WITH THE ATTACHED SCHEDULE OF SUPPLIES/ SERVICES AND SPECIFICATIONS.	QUANTITY UI	U-PRICE	AMOUNT
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SCHEDULE OF SUPPLIES/SERVICES

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUAN TITY</u>	<u>UNIT ISSUE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	SEAMLESS CARBON STEEL PIPE, ASTM A 106; GRADE B; COLD DRAWN; 4 NPS, SCHEDULE 40				
0001AA	SAME AS ITEM 0001	150	FEET		
0001AB	SAME AS ITEM 0001	150	FEET		
0001AC	SAME AS ITEM 0001	150	FEET		
0002	SEAMLESS CARBON STEEL PIPE, ASTM A 106; GRADE B; COLD DRAWN; 3-1/2 NPS, SCHEDULE 40				
0002AA	SAME AS ITEM 0002	150	FEET		
0002AB	SAME AS ITEM 0002	150	FEET		
0002AC	SAME AS ITEM 0002	150	FEET		
0003	SEAMLESS CARBON STEEL PIPE, ASTM A 106; GRADE B; COLD DRAWN; 3 NPS, SCHEDULE 40				
0003AA	SAME AS ITEM 0003	150	FEET		
0003AB	SAME AS ITEM 0003	150	FEET		
0003AC	SAME AS ITEM 0003	150	FEET		
0004	SEAMLESS CARBON STEEL PIPE, ASTM A 106; GRADE B; COLD DRAWN; 2-1/2 NPS, SCHEDULE 40				
0004AA	SAME AS ITEM 0004	300	FEET		
0004AB	SAME AS ITEM 0004	300	FEET		
0004AC	SAME AS ITEM 0004	300	FEET		
0005	SEAMLESS CARBON STEEL PIPE, ASTM A 106; GRADE B; COLD DRAWN; 2 NPS, SCHEDULE 40				
0005AA	SAME AS ITEM 0005	300	FEET		
0005AB	SAME AS ITEM 0005	300	FEET		
0005AC	SAME AS ITEM 0005	300	FEET		
0006	SEAMLESS CARBON STEEL PIPE, ASTM A 106; GRADE B; COLD DRAWN; 1-1/2 NPS, SCHEDULE 40				
0006AA	SAME AS ITEM 0006	300	FEET		
0006AB	SAME AS ITEM 0006	300	FEET		
0006AC	SAME AS ITEM 0006	300	FEET		
0007	SEAMLESS CARBON STEEL PIPE, ASTM A 106; GRADE B; COLD DRAWN; 1-1/4 NPS, SCHEDULE 40				
0007AA	SAME AS ITEM 0007	300	FEET		
0007AB	SAME AS ITEM 0007	300	FEET		
0007AC	SAME AS ITEM 0007	300	FEET		
0008	SEAMLESS CARBON STEEL PIPE, ASTM A 106; GRADE B; COLD DRAWN; 1 NPS, SCHEDULE 40				
0008AA	SAME AS ITEM 0008	300	FEET		
0008AB	SAME AS ITEM 0008	300	FEET		
0008AC	SAME AS ITEM 0008	300	FEET		
0009	SEAMLESS CARBON STEEL PIPE, ASTM A 106; GRADE B; COLD DRAWN; 3/4 NPS, SCHEDULE 40				
0009AA	SAME AS ITEM 0009	300	FEET		
0009AB	SAME AS ITEM 0009	300	FEET		
0009AC	SAME AS ITEM 0009	300	FEET		
0010	SEAMLESS CARBON STEEL PIPE, ASTM A 106; GRADE B; COLD DRAWN; 1/2 NPS, SCHEDULE 40				
0010AA	SAME AS ITEM 0010	300	FEET		
0010AB	SAME AS ITEM 0010	300	FEET		
0010AC	SAME AS ITEM 0010	300	FEET		

0011	SEAMLESS CARBON STEEL PIPE, ASTM A 106; GRADE B; COLD DRAWN; 1/4 NPS, SCHEDULE 40				
0011AA	SAME AS ITEM 0011	300	FEET		
0011AB	SAME AS ITEM 0011	300	FEET		
0011AC	SAME AS ITEM 0011	300	FEET		
0012	SEAMLESS CARBON STEEL PIPE, ASTM A 106; GRADE B; COLD DRAWN; 1-1/2 NPS, SCHEDULE 80				
0012AA	SAME AS ITEM 0012	300	FEET		
0012AB	SAME AS ITEM 0012	300	FEET		
0012AC	SAME AS ITEM 0012	300	FEET		
0013	SEAMLESS CARBON STEEL PIPE, ASTM A 106; GRADE B; COLD DRAWN; 1-1/4 NPS, SCHEDULE 80				
0013AA	SAME AS ITEM 0013	300	FEET		
0013AB	SAME AS ITEM 0013	300	FEET		
0013AC	SAME AS ITEM 0013	300	FEET		
0014	SEAMLESS CARBON STEEL PIPE, ASTM A 106; GRADE B; COLD DRAWN; 1 NPS, SCHEDULE 80				
0014AA	SAME AS ITEM 0014	300	FEET		
0014AB	SAME AS ITEM 0014	300	FEET		
0014AC	SAME AS ITEM 0014	300	FEET		
0015	SEAMLESS CARBON STEEL PIPE, ASTM A 106; GRADE B; COLD DRAWN; 3/4 NPS, SCHEDULE 80				
0015AA	SAME AS ITEM 0015	300	FEET		
0015AB	SAME AS ITEM 0015	300	FEET		
0015AC	SAME AS ITEM 0015	300	FEET		
0016	SEAMLESS CARBON STEEL PIPE, ASTM A 106; GRADE B; COLD DRAWN; 1/2 NPS, SCHEDULE 80				
0016AA	SAME AS ITEM 0016	300	FEET		
0016AB	SAME AS ITEM 0016	300	FEET		
0016AC	SAME AS ITEM 0016	300	FEET		
0017	SEAMLESS CARBON STEEL PIPE, ASTM A 106; GRADE B; COLD DRAWN; 1/4 NPS, SCHEDULE 80				
0017AA	SAME AS ITEM 0017	300	FEET		
0017AB	SAME AS ITEM 0017	300	FEET		
0017AC	SAME AS ITEM 0017	300	FEET		
0018	STEEL, CORROSION RESISTANT, SEAMLESS TUBING, SAE AMS 5560L; 0.375 OD X 0.049 THK				
0018AA	SAME AS ITEM 0018	2000	FEET		
0018AB	SAME AS ITEM 0018	2000	FEET		
0018AC	SAME AS ITEM 0018	2000	FEET		
0019	CARBON STEEL PIPE FLANGE, ASME-B-16.5; CLASS 150, WELD NECK, RAISED FACE, 4 NPS, SCHEDULE 40				
0019AA	SAME AS ITEM 0019	30	EA		
0019AB	SAME AS ITEM 0019	30	EA		
0019AC	SAME AS ITEM 0019	30	EA		
0020	CARBON STEEL PIPE FLANGE, ASME-B-16.5; CLASS 150, WELD NECK, RAISED FACE, 3-1/2 NPS, SCHEDULE 40				
0020AA	SAME AS ITEM 0020	30	EA		
0020AB	SAME AS ITEM 0020	30	EA		
0020AC	SAME AS ITEM 0020	30	EA		
0021	CARBON STEEL PIPE FLANGE, ASME-B-16.5; CLASS 150, WELD NECK, RAISED FACE, 3 NPS,				

	SCHEDULE 40				
0021AA	SAME AS ITEM 0021	30	EA		
0021AB	SAME AS ITEM 0021	30	EA		
0021AC	SAME AS ITEM 0021	30	EA		
0022	CARBON STEEL PIPE FLANGE, ASME-B-16.5; CLASS 150, WELD NECK, RAISED FACE, 2-1/2 NPS, SCHEDULE 40				
0022AA	SAME AS ITEM 0022	30	EA		
0022AB	SAME AS ITEM 0022	30	EA		
0022AC	SAME AS ITEM 0022	30	EA		
0023	CARBON STEEL PIPE FLANGE, ASME-B-16.5; CLASS 150, WELD NECK, RAISED FACE, 2 NPS, SCHEDULE 40				
0023AA	SAME AS ITEM 0023	30	EA		
0023AB	SAME AS ITEM 0023	30	EA		
0023AC	SAME AS ITEM 0023	30	EA		
0024	CARBON STEEL PIPE FLANGE, ASME-B-16.5; CLASS 150, WELD NECK, RAISED FACE, 1-1/2 NPS, SCHEDULE 40				
0024AA	SAME AS ITEM 0024	30	EA		
0024AB	SAME AS ITEM 0024	30	EA		
0024AC	SAME AS ITEM 0024	30	EA		
0025	CARBON STEEL PIPE FLANGE, ASME-B-16.5; CLASS 150, WELD NECK, RAISED FACE, 1-1/4 NPS, SCHEDULE 40				
0025AA	SAME AS ITEM 0025	30	EA		
0025AB	SAME AS ITEM 0025	30	EA		
0025AC	SAME AS ITEM 0025	30	EA		
0026	CARBON STEEL PIPE FLANGE, ASME-B-16.5; CLASS 150, WELD NECK, RAISED FACE, 1 NPS, SCHEDULE 40				
0026AA	SAME AS ITEM 0026	30	EA		
0026AB	SAME AS ITEM 0026	30	EA		
0026AC	SAME AS ITEM 0026	30	EA		
0027	CARBON STEEL PIPE FLANGE, ASME-B-16.5; CLASS 150, WELD NECK, RAISED FACE, 3/4 NPS, SCHEDULE 40				
0027AA	SAME AS ITEM 0027	30	EA		
0027AB	SAME AS ITEM 0027	30	EA		
0027AC	SAME AS ITEM 0027	30	EA		
0028	CARBON STEEL PIPE FLANGE, ASME-B-16.5; CLASS 150, WELD NECK, RAISED FACE, 1/2 NPS, SCHEDULE 40				
0028AA	SAME AS ITEM 0028	30	EA		
0028AB	SAME AS ITEM 0028	30	EA		
0028AC	SAME AS ITEM 0028	30	EA		
0029	CARBON STEEL PIPE FLANGE, ASME-B-16.5; CLASS 150, WELD NECK, RAISED FACE, 1/4 NPS, SCHEDULE 40				
0029AA	SAME AS ITEM 0029	30	EA		
0029AB	SAME AS ITEM 0029	30	EA		
0029AC	SAME AS ITEM 0029	30	EA		
0030	CARBON STEEL PIPE FLANGE, ASME-B-16.5; CLASS 600, WELD NECK, RAISED FACE, 4 NPS,				

	SCHEDULE 40				
0030AA	SAME AS ITEM 0030	30	EA		
0030AB	SAME AS ITEM 0030	30	EA		
0030AC	SAME AS ITEM 0030	30	EA		
0031	CARBON STEEL PIPE FLANGE, ASME-B-16.5; CLASS 600, WELD NECK, RAISED FACE, 3-1/2 NPS, SCHEDULE 40				
0031AA	SAME AS ITEM 0031	30	EA		
0031AB	SAME AS ITEM 0031	30	EA		
0031AC	SAME AS ITEM 0031	30	EA		
0032	CARBON STEEL PIPE FLANGE, ASME-B-16.5; CLASS 600, WELD NECK, RAISED FACE, 3 NPS, SCHEDULE 40				
0032AA	SAME AS ITEM 0032	30	EA		
0032AB	SAME AS ITEM 0032	30	EA		
0032AC	SAME AS ITEM 0032	30	EA		
0033	CARBON STEEL PIPE FLANGE, ASME-B-16.5; CLASS 600, WELD NECK, RAISED FACE, 2-1/2 NPS, SCHEDULE 40				
0033AA	SAME AS ITEM 0033	30	EA		
0033AB	SAME AS ITEM 0033	30	EA		
0033AC	SAME AS ITEM 0033	30	EA		
0034	CARBON STEEL PIPE FLANGE, ASME-B-16.5; CLASS 600, WELD NECK, RAISED FACE, 2 NPS, SCHEDULE 40				
0034AA	SAME AS ITEM 0034	30	EA		
0034AB	SAME AS ITEM 0034	30	EA		
0034AC	SAME AS ITEM 0034	30	EA		
0035	CARBON STEEL PIPE FLANGE, ASME-B-16.5; CLASS 600, WELD NECK, RAISED FACE, 1-1/2 NPS, SCHEDULE 40				
0035AA	SAME AS ITEM 0035	30	EA		
0035AB	SAME AS ITEM 0035	30	EA		
0035AC	SAME AS ITEM 0035	30	EA		
0036	CARBON STEEL PIPE FLANGE, ASME-B-16.5; CLASS 600, WELD NECK, RAISED FACE, 1-1/4 NPS, SCHEDULE 40				
0036AA	SAME AS ITEM 0036	30	EA		
0036AB	SAME AS ITEM 0036	30	EA		
0036AC	SAME AS ITEM 0036	30	EA		
0037	CARBON STEEL PIPE FLANGE, ASME-B-16.5; CLASS 600, WELD NECK, RAISED FACE, 1 NPS, SCHEDULE 40				
0037AA	SAME AS ITEM 0037	30	EA		
0037AB	SAME AS ITEM 0037	30	EA		
0037AC	SAME AS ITEM 0037	30	EA		
0038	CARBON STEEL PIPE FLANGE, ASME-B-16.5; CLASS 600, WELD NECK, RAISED FACE, 3/4 NPS, SCHEDULE 40				
0038AA	SAME AS ITEM 0038	30	EA		
0038AB	SAME AS ITEM 0038	30	EA		
0038AC	SAME AS ITEM 0038	30	EA		
0039	CARBON STEEL PIPE FLANGE, ASME-B-16.5; CLASS 600, WELD NECK, RAISED FACE, 1/2 NPS,				

	SCHEDULE 40				
0039AA	SAME AS ITEM 0039	30			
0039AB	SAME AS ITEM 0039	30			
0039AC	SAME AS ITEM 0039	30			
0040	CARBON STEEL PIPE FLANGE, ASME-B-16.5; CLASS 600, WELD NECK, RAISED FACE, 1/4 NPS, SCHEDULE 40				
0040AA	SAME AS ITEM 0040	30	EA		
0040AB	SAME AS ITEM 0040	30	EA		
0040AC	SAME AS ITEM 0040	30	EA		
0041	ELBOW, ASTM-A-234; 90 DEG, 4 NPS, STEEL GRADE WPB, CLASS 3000, SOCKET WELDING				
0041AA	SAME AS ITEM 0041	30	EA		
0041AB	SAME AS ITEM 0041	30	EA		
0041AC	SAME AS ITEM 0041	30	EA		
0042	ELBOW, ASTM-A-234; 90 DEG, 3-1/2 NPS, STEEL GRADE WPB, CLASS 3000, SOCKET WELDING				
0042AA	SAME AS ITEM 0042	30	EA		
0042AB	SAME AS ITEM 0042	30	EA		
0042AC	SAME AS ITEM 0042	30	EA		
0043	ELBOW, ASTM-A-234; 90 DEG, 3 NPS, STEEL GRADE WPB, CLASS 3000, SOCKET WELDING				
0043AA	SAME AS ITEM 0043	30	EA		
0043AB	SAME AS ITEM 0043	30	EA		
0043AC	SAME AS ITEM 0043	30	EA		
0044	ELBOW, ASTM-A-234; 90 DEG, 2-1/2 NPS, STEEL GRADE WPB, CLASS 3000, SOCKET WELDING				
0044AA	SAME AS ITEM 0044	30	EA		
0044AB	SAME AS ITEM 0044	30	EA		
0044AC	SAME AS ITEM 0044	30	EA		
0045	ELBOW, ASTM-A-234; 90 DEG, 2 NPS, STEEL GRADE WPB, CLASS 3000, SOCKET WELDING				
0045AA	SAME AS ITEM 0045				
0045AB	SAME AS ITEM 0045				
0045AC	SAME AS ITEM 0045				
0046	ELBOW, ASTM-A-234; 90 DEG, 1-1/2 NPS, STEEL GRADE WPB, CLASS 3000, SOCKET WELDING				
0046AA	SAME AS ITEM 0046	30	EA		
0046AB	SAME AS ITEM 0046	30	EA		
0046AC	SAME AS ITEM 0046	30	EA		
0047	ELBOW, ASTM-A-234; 90 DEG, 1-1/4 NPS, STEEL GRADE WPB, CLASS 3000, SOCKET WELDING				
0047AA	SAME AS ITEM 0047	30	EA		
0047AB	SAME AS ITEM 0047	30	EA		
0047AC	SAME AS ITEM 0047	30	EA		
0048	ELBOW, ASTM-A-234; 90 DEG, 1 NPS, STEEL GRADE WPB, CLASS 3000, SOCKET WELDING				
0048AA	SAME AS ITEM 0048	30	EA		
0048AB	SAME AS ITEM 0048	30	EA		
0048AC	SAME AS ITEM 0048	30	EA		
0049	ELBOW, ASTM-A-234; 90 DEG, 3/4 NPS, STEEL GRADE WPB, CLASS 3000, SOCKET WELDING				
0049AA	SAME AS ITEM 0049	30	EA		
0049AB	SAME AS ITEM 0049	30	EA		

0049AC	SAME AS ITEM 0049	30	EA		
0050	ELBOW, ASTM-A-234; 90 DEG, 1/2 NPS, STEEL GRADE WPB, CLASS 3000, SOCKET WELDING				
0050AA	SAME AS ITEM 0050	30	EA		
0050AB	SAME AS ITEM 0050	30	EA		
0050AC	SAME AS ITEM 0050	30	EA		
0051	ELBOW, ASTM-A-234; 90 DEG, 1/4 NPS, STEEL GRADE WPB, CLASS 3000, SOCKET WELDING				
0051AA	SAME AS ITEM 0051	30	EA		
0051AB	SAME AS ITEM 0051	30	EA		
0051AC	SAME AS ITEM 0051	30	EA		
0052	ELBOW, ASTM-A-234; 45 DEG, 4 NPS, STEEL GRADE WPB, CLASS 3000, SOCKET WELDING				
0052AA	SAME AS ITEM 0052	30	EA		
0052AB	SAME AS ITEM 0052	30	EA		
0052AC	SAME AS ITEM 0052	30	EA		
0053	ELBOW, ASTM-A-234; 45 DEG, 3-1/2 NPS, STEEL GRADE WPB, CLASS 3000, SOCKET WELDING				
0053AA	SAME AS ITEM 0053	30	EA		
0053AB	SAME AS ITEM 0053	30	EA		
0053AC	SAME AS ITEM 0053	30	EA		
0054	ELBOW, ASTM-A-234; 45 DEG, 3 NPS, STEEL GRADE WPB, CLASS 3000, SOCKET WELDING				
0054AA	SAME AS ITEM 0054	30	EA		
0054AB	SAME AS ITEM 0054	30	EA		
0054AC	SAME AS ITEM 0054	30	EA		
0055	ELBOW, ASTM-A-234; 45 DEG, 2-1/2 NPS, STEEL GRADE WPB, CLASS 3000, SOCKET WELDING				
0055AA	SAME AS ITEM 0055	30	EA		
0055AB	SAME AS ITEM 0055	30	EA		
0055AC	SAME AS ITEM 0055	30	EA		
0056	ELBOW, ASTM-A-234; 45 DEG, 2 NPS, STEEL GRADE WPB, CLASS 3000, SOCKET WELDING				
0056AA	SAME AS ITEM 0056	30	EA		
0056AB	SAME AS ITEM 0056	30	EA		
0056AC	SAME AS ITEM 0056	30	EA		
0057	ELBOW, ASTM-A-234; 45 DEG, 1-1/2 NPS, STEEL GRADE WPB, CLASS 3000, SOCKET WELDING				
0057AA	SAME AS ITEM 0057	30	EA		
0057AB	SAME AS ITEM 0057	30	EA		
0057AC	SAME AS ITEM 0057	30	EA		
0058	ELBOW, ASTM-A-234; 45 DEG, 1-1/4 NPS, STEEL GRADE WPB, CLASS 3000, SOCKET WELDING				
0058AA	SAME AS ITEM 0058	30	EA		
0058AB	SAME AS ITEM 0058	30	EA		
0058AC	SAME AS ITEM 0058	30	EA		
0059	ELBOW, ASTM-A-234; 45 DEG, 1 NPS, STEEL GRADE WPB, CLASS 3000, SOCKET WELDING				
0059AA	SAME AS ITEM 0059	30	EA		
0059AB	SAME AS ITEM 0059	30	EA		
0059AC	SAME AS ITEM 0059	30	EA		
0060	ELBOW, ASTM-A-234; 45 DEG, 3/4 NPS, STEEL GRADE WPB, CLASS 3000, SOCKET WELDING				
0060AA	SAME AS ITEM 0060	30	EA		

0060AB	SAME AS ITEM 0060	30	EA		
0060AC	SAME AS ITEM 0060	30	EA		
0061	ELBOW, ASTM-A-234; 45 DEG, 1/2 NPS, STEEL GRADE WPB, CLASS 3000, SOCKET WELDING				
0061AA	SAME AS ITEM 0061	30	EA		
0061AB	SAME AS ITEM 0061	30	EA		
0061AC	SAME AS ITEM 0061	30	EA		
0062	ELBOW, ASTM-A-234; 45 DEG, 1/4 NPS, STEEL GRADE WPB, CLASS 3000, SOCKET WELDING				
0062AA	SAME AS ITEM 0062	30	EA		
0062AB	SAME AS ITEM 0062	30	EA		
0062AC	SAME AS ITEM 0062	30	EA		
0063	REDUCER, ASTM-A-234; CONCENTRIC, BUTT WELD, 4 NPS X 3 NPS, STEEL GRADE WPB				
0063AA	SAME AS ITEM 0063	30	EA		
0063AB	SAME AS ITEM 0063	30	EA		
0063AC	SAME AS ITEM 0063	30	EA		
0064	REDUCER, ASTM-A-234; CONCENTRIC, BUTT WELD, 3 NPS X 2 NPS, STEEL GRADE WPB				
0064AA	SAME AS ITEM 0064	30	EA		
0064AB	SAME AS ITEM 0064	30	EA		
0064AC	SAME AS ITEM 0064	30	EA		
0065	REDUCER, ASTM-A-234; CONCENTRIC, BUTT WELD, 2 NPS X 1 NPS, STEEL GRADE WPB				
0065AA	SAME AS ITEM 0065	30	EA		
0065AB	SAME AS ITEM 0065	30	EA		
0065AC	SAME AS ITEM 0065	30	EA		
0066	CARBON STEEL CAP, ASTM A 105; 1 NPS, CLASS 3000, SOCKET WELDING				
0066AA	SAME AS ITEM 0066	30	EA		
0066AB	SAME AS ITEM 0066	30	EA		
0066AC	SAME AS ITEM 0066	30	EA		
0067	CARBON STEEL CAP, ASTM A 105; 3/4 NPS, CLASS 3000, SOCKET WELDING				
0067AA	SAME AS ITEM 0067	30	EA		
0067AB	SAME AS ITEM 0067	30	EA		
0067AC	SAME AS ITEM 0067	30	EA		
0068	CARBON STEEL CAP, ASTM A 105; 1/2 NPS, CLASS 3000, SOCKET WELDING				
0068AA	SAME AS ITEM 0068	30	EA		
0068AB	SAME AS ITEM 0068	30	EA		
0068AC	SAME AS ITEM 0068	30	EA		
0069	CARBON STEEL CAP, ASTM A 105; 1/4 NPS, CLASS 3000, SOCKET WELDING				
0069AA	SAME AS ITEM 0069	30	EA		
0069AB	SAME AS ITEM 0069	30	EA		
0069AC	SAME AS ITEM 0069	30	EA		
0070	CARBON STEEL TEES, ASTM A 105; 1-1/2 NPS, CLASS 3000, SOCKET WELDING				
0070AA	SAME AS ITEM 0070	30	EA		
0070AB	SAME AS ITEM 0070	30	EA		
0070AC	SAME AS ITEM 0070	30	EA		
0071	CARBON STEEL TEES, ASTM A 105; 1-1/4 NPS, CLASS 3000, SOCKET WELDING				

0071AA	SAME AS ITEM 0071	30	EA		
0071AB	SAME AS ITEM 0071	30	EA		
0071AC	SAME AS ITEM 0071	30	EA		
0072	CARBON STEEL TEES, ASTM A 105; 1 NPS, CLASS 3000, SOCKET WELDING				
0072AA	SAME AS ITEM 0072	30	EA		
0072AB	SAME AS ITEM 0072	30	EA		
0072AC	SAME AS ITEM 0072	30	EA		
0073	CARBON STEEL TEES, ASTM A 105; 3/4 NPS, CLASS 3000, SOCKET WELDING				
0073AA	SAME AS ITEM 0073	30	EA		
0073AB	SAME AS ITEM 0073	30	EA		
0073AC	SAME AS ITEM 0073	30	EA		
0074	CARBON STEEL TEES, ASTM A 105; 1/2 NPS, CLASS 3000, SOCKET WELDING				
0074AA	SAME AS ITEM 0074	30	EA		
0074AB	SAME AS ITEM 0074	30	EA		
0074AC	SAME AS ITEM 0074	30	EA		
0075	CARBON STEEL TEES, ASTM A 105; 1/4 NPS, CLASS 3000, SOCKET WELDING				
0075AA	SAME AS ITEM 0075	30	EA		
0075AB	SAME AS ITEM 0075	30	EA		
0075AC	SAME AS ITEM 0075	30	EA		

LOT DESCRIPTIONS

1. Line items ending in "AA" shall be purchased 1 to 365 days after award of contract.
2. Line items ending in "AB" shall be purchased 366 to 730 days after award of contract.
3. Line items ending in "AC" shall be purchase 731 to 1095 days after award of contract.
4. Line items 0001 through 0018 may be quoted separately, and can be referred to as "Lot I – Pipes and Tubing."
5. Line items 0019 through 0040 may be awarded separately, and can be referred to as "Lot II – Flanges."
6. Line items 0041 through 0065 may be awarded separately, and can be referred to as "Lot III – Elbows and Reducers."
7. Line items 0066 through 0075 may be awarded separately, and can be referred to as "Lot IV – Caps and Tees."

SPECIFICATIONS

1. Line items 0001 through 0017 shall be furnished in accordance with ASTM Specification A 106-02a , STANDARD SPECIFICATION FOR SEAMLESS CARBON STEEL PIPE FOR HIGH TEMPERATURE SERVICE. Grade, manufacture, and size are identified in the schedule.
2. Line items 0018 shall be furnished in accordance with SAE Specification AMS 5560L, STEEL, CORROSION RESISTANT, SEAMLESS TUBING. Size is identified in the schedule. Tube shall be furnished in coils.
3. Line item 0019 through 0040 shall be furnished in accordance with ASME Specification B 16.5a-1998, PIPE FLANGES AND FLANGED FITTINGS. Class, type, and sizes are identified in the schedule.
4. Line items 0041 through 0065 shall be furnished in accordance with ASTM Specification A 234M-02, STANDARD SPECIFICATION FOR PIPING FITTINGS OF WROUGHT CARBON STEEL AND ALLOY STEEL FOR MODERATE AND HIGH TEMPERATURE SERVICE. Descriptions, class, and size are identified in the schedule.
5. Line items 0066 through 0075 shall be furnished in accordance with ASTM Specification A 105M-02, STANDARD SPECIFICATION FOR CARBON STEEL FORGINGS FOR PIPING APPLICATIONS. Descriptions, class, and size are identified in the schedule.

This Request for Quotations (RFQ) covers the establishment of firm-fixed price requirements type purchase order(s) for the furnishing of 75 line items of Carbon Steel Pipe, Tubing, Flanges, Elbows, Reducers, Caps, and Tees on behalf of the Carderock Division, Naval Surface Warfare Center, Philadelphia, PA over a three-year ordering period. This RFQ is issued using Simplified Acquisition Procedures pursuant to the Test Program for Certain Commercial Items in accordance with Subpart 13.5 of the Federal Acquisition Regulation (FAR).

The resulting purchase order(s) will provide for the actual furnishing of specified quantities of the 75 line items detailed herein by the issuance of delivery orders from the date of award through three years from the date of award. The quantities shown in the Schedule for the 75 line items are estimates only, and are not a representation that such quantities will be required or actually ordered. Refer to Clauses 52.216-18, 52.216-19 and 52.216-21 herein.

Items 0001 through 0018 are designated as "Lot I – Pipes & Tubing," Items 0019 through 0040 as "Lot II – Flanges," Items 0041 through 0065 as "Lot III – Elbows & Reducers," and Items 0066 through 0075 as "Lot IV – Caps & Tees." The Government reserves the right to make separate awards for Lots I through IV, as detailed in Clause 52.214.22 herein. Contractors may submit a quotation on an individual Lot or Lots and are not required to submit a quotation on all Lots. However, an offeror that does not submit a quotation on all the items within a particular Lot will be determined to be nonresponsive and their quotation may be not be considered for award.

The Government intends to make award(s) to the technically acceptable offeror who submits the low price quotation on each Lot. Pursuant to FAR section 13.003(b)(1) this RFQ is reserved exclusively for small business concerns in accordance with FAR Subpart 19.5.

As stated above, the Government intends to award a firm-fixed price requirements type purchase order with a three year ordering period. Subline item numbers have been established to identify the ordering period for the 75 items covered by this RFQ. Subline item numbers 0001AA through 0075AA represent estimated quantities that may be ordered within the first year ordering period, subline item numbers 0001AB through 0075AB represent estimated quantities that may be ordered within the second year ordering period, and subline item numbers 0001AC through 0075AC represent estimated quantities that may be ordered within the third year ordering period. Offerors are required to propose unit prices and extended amounts for each of the subline item numbers shown in the Schedule on this basis. For example, the price for Item 0059AB should reflect the price for this item if ordered during the second year ordering period and the price for Item 0059AC should reflect the price for this item in the third year ordering period. Failure to propose prices on this basis may result in the quotation not being considered for award. Orders will be placed at the price shown in the resulting purchase order based on the period in which the order is actually issued. For example, an order placed in the third year ordering period for Item 0059 will be placed at the price for Item 0059AC.

All items will be delivered on a F.O.B. Destination basis (that is, inclusive of all delivery or shipping costs) to the following address in accordance with Clause 52.247-34 herein:

Carderock Division, Naval Surface Warfare Center
Philadelphia Naval Business Center
1601 Langley Avenue (Bldg. 542 East)
Philadelphia, PA 19112-5051
Attention: Code 9221

Quotations submitted on other than a F.O.B. Destination basis will be determined to be nonresponsive and may not be considered for award. All items shall be packed, preserved and packaged in accordance with standard commercial practices and procedures.

As stated above, the Government intends to award a firm-fixed price requirements purchase order or orders to the low price technically acceptable offeror on each Lot. Technical acceptability shall be determined based on an assessment of Technical Compliance, Corporate Experience and Past Performance. In order to assist the Government in determining technical acceptability on each of the factors identified above, offerors are requested to furnish the following information as part of their quotation:

Technical Compliance: Under this factor an offeror must demonstrate the items it intends to furnish will comply with the requirements contained in the Specifications included in this RFQ. To comply with this requirement, offerors shall identify the manufacturer and part number of the supplies it intends to furnish under Items 0001 through 0075.

Corporate Experience: Under this factor an offeror must demonstrate that it possesses the necessary organization, experience and ability to furnish the items covered by the subject RFQ. To comply with this requirement, offerors shall provide information on their organization, experience with furnishing the same or similar items as covered by this RFQ, and overall capability.

Past Performance: Under this factor an offeror must demonstrate that it possesses an acceptable performance record. To comply with this requirement, offerors shall furnish the following information on at least two prior Federal, State and local government or commercial contracts completed within the past three years: Name of customer together with a point of contact and telephone number, contract or order number, description of the supplies furnished, total dollar value, delivery date, and a brief summary of the offeror's performance, including any problems encountered and their resolution.

The Government's assessment of technical acceptability will be based on an evaluation of the information provided by an offeror under Technical Compliance, Corporate Experience and Past Performance. Under Past Performance the Government may contact the customer(s) identified to obtain their appraisal of an offeror's performance, and may

also consider information obtained from other sources. Under each factor offerors shall be rated as acceptable, unacceptable, or unacceptable, but capable of being made acceptable and, based on the ratings on the individual factors, an overall rating of acceptable, unacceptable, or unacceptable, but capable of being made acceptable shall be assigned. Only offerors assessed overall as acceptable will be considered for award. The Government intends on making an award based on initial quotations, and, as a result, offerors evaluated as unacceptable, but capable of being made acceptable, will not be considered for award unless it is determined that it is in the best interests of the Government to request additional information from an offeror that could make an offeror's quotation acceptable. A firm without a past performance record will not be evaluated as acceptable or unacceptable in the factor of Past Performance. Failure of an offeror to furnish adequate information on Technical Compliance, Corporate Experience and Past Performance may result in rejection of an offeror's quotation.

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VENDOR:

SECTION F TIME OF DELIVERY

DELIVERIES SHALL BE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS

ITEM	QUANTITY	DELIVERY REQUIRED
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Delivery shall be 10 calendar days after date of order for quantities up to 10 ea or 100 ft, and 20 calendar days after date of order for quantities greater than 10 ea or 100 ft.

52.216-18

ORDERING

APR 1984

(a) ANY SUPPLIES AND SERVICES TO BE FURNISHED UNDER THIS CONTRACT SHALL BE ORDERED BY ISSUANCE OF DELIVERY ORDERS BY THE INDIVIDUALS OR ACTIVITIES DESIGNATED IN THE SCHEDULE. SUCH ORDERS MAY BE ISSUED FROM date of award.... THROUGH three years after the date of award.

(b) ALL DELIVERY ORDERS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THIS CONTRACT. IN THE EVENT OF CONFLICT BETWEEN A DELIVERY ORDER AND THIS CONTRACT, THE CONTRACT SHALL CONTROL.

(c) IF MAILED, A DELIVERY ORDER IS CONSIDERED "ISSUED" WHEN THE GOVERNMENT DEPOSITE THE ORDER IN THE MAIL. ORDERS MAY BE ISSUED ORALLY OR BY WRITTEN TELECOMMUNICATIONS ONLY IF AUTHORIZED IN THE SCHEDULE.

52.216-21

REQUIREMENTS

APR 1984

(a) THIS IS A REQUIREMENTS CONTRACT FOR THE SUPPLIES OR SERVICES SPECIFIED, AND EFFECTIVE FOR THE PERIOD STATED, IN THE SCHEDULE. THE QUANTITIES OF SUPPLIES OR SERVICES SPECIFIED IN THE SCHEDULE ARE ESTIMATES ONLY AND ARE NOT PURCHASED BY THIS CONTRACT. EXCEPT AS THIS CONTRACT MAY OTHERWISE PROVIDE, IF THE GOVERNMENT'S REQUIREMENTS DO NOT RESULT IN ORDERS IN THE QUANTITIES DESCRIBED AS "ESTIMATED" OR "MAXIMUM" IN THE SCHEDULE, THAT FACT SHALL NOT CONSTITUTE THE BASIS FOR AN EQUITABLE PRICE ADJUSTMENT.

(b) DELIVERY OR PERFORMANCE SHALL BE MADE ONLY AS AUTHORIZED BY ORDERS ISSUED IN ACCORDANCE WITH THE ORDERING CLAUSE. SUBJECT TO ANY LIMITATIONS IN THE DELIVERY-ORDER LIMITATIONS CLAUSE OR ELSEWHERE IN THIS CONTRACT, THE CONTRACTOR SHALL FURNISH TO THE GOVERNMENT ALL SUPPLIES OR SERVICES SPECIFIED IN THE SCHEDULE AND CALLED FOR BY ORDERS ISSUED IN ACCORDANCE WITH THE ORDERING CLAUSE. THE GOVERNMENT MAY ISSUE ORDERS REQUIRING DELIVERY TO MULTIPLE DESTINATIONR OR PERFORMANCE AT MULTIPLE LOCATIONS.

(c) EXCEPT AS THIS CONTRACT OTHERWISE PROVIDES, THE GOVERNMENT SHALL ORDER FROM THE CONTRACTOR ALL THE SUPPLIES OR SERVICES SPECIFIED IN THE SCHEDULE THAT ARE REQUIRED TO BE PURCHASED BY THE GOVERNMENT ACTIVITY OR ACTIVITIES SPECIFIED IN THE SCHEDULE.

(d) THE GOVERNMENT IS NOT REQUIRED TO PURCHASE FROM THE CONTRACTOR REQUIREMENTS IN EXCESS OF ANY LIMIT ON TOTAL ORDERS UNDER THIS CONTRACT.

(e) IF THE GOVERNMENT URGENTLY REQUIRES DELIVERRY OF ANY QUANTITY OF AN ITEM BEFORE THE EARLIEST DATE THAT DELIVERY MAY BE SPECIFIED UNDER THIS CONTRACT, AND IF THE CONTRACTOR WILL NOT ACCEPT AN ORDER PROVIDING FOR THE ACCELERATED DELIVERY, THE GOVERNMENT MAY ACQUIRE THE URGENTLY REQUIRED GOODS OR SERVICES FROM ANOTHER SOURCE.

(f) ANY ORDER ISSUED DURING THE EFFECTIVE PERIOD OF THIS CONTRACT AND NOT COMPLETED WITHIN THAT PERIOD SHALL BE COMPLETED BY THE CONTRACTOR WITHIN THE TIME SPECIFIED IN THE ORDER. THE CONTRACT SHALL GOVERN THE CONTRACTOR'S AND GOVERNMENT'S RIGHTS AND OBLIGATIONS WITH RESPECT TO THAT ORDER TO THE SAME EXTENT AS IF THE ORDER WERE COMPLETED DURING THE CONTRACT'S EFFECTIVE PERIOD; PROVIDED, THAT THE CONTRACTOR SHALL NOT BE REQUIRED TO MAKE ANY DELIVERIES UNDER THIS order AFTER 1200 days after the date of award.....

52.247-34 F.O.B. DESTINATION (NOV 1991)

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

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VENDOR:

(FEB 2002)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--(1) Within a reasonable time after the defect was discovered or should have been discovered; and (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence Beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on

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VENDOR:

Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its

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VENDOR:

suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

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52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer shall check as appropriate.]

- ☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- ☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- ☐ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103- 403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ☐ (ii) Alternate I to 52.219-5.
- ☐ (iii) Alternate II to 52.219-5.
- ☐ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- ☐ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).
- ☐ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ☐ (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I of 52.219-23.
- ☐ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☒ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- ☒ (12) 52.222-26, Equal Opportunity (E.O. 11246).
- ☒ (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- ☒ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- ☐ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- ☒ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).
- ☐ (17) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products

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VENDOR:

- (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- X (18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).
- ___ (19) (i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- ___ (ii) Alternate I of 52.225-3.
- ___ (iii) Alternate II of 52.225-3.
- ___ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ___ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ___ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- X (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- ___ (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- ___ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ___ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ___ (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- ___ (ii) Alternate I of 52.247-64.
- ___ (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

- ___ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.)
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351 et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

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(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2003)

(a) The contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

___ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

___ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

___ 252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304).

___ 252.219-7003 Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

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- 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 Note).
 - X 252.225-7001 Buy American Act and Balance of Payments Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).
 - 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).
 - 252.225-7014 Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2533a).
 - 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a).
 - 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (___ Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).
 - 252.225-7021 Trade Agreements (OCT 2002) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
 - 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).
 - 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).
 - 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).
 - 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (MAR 1998) (___ Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
 - 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
 - 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
 - 252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).
 - 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
 - 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (___ Alternate I) (MAR 2000) (___ Alternate II) (MAR 2000) (10 U.S.C. 2631).
 - 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
- 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).
 - 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
 - 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

- (a) Definitions. As used in this clause-
 - (1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD.
 - (2) "Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information

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Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

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(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers. (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals,

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it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

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(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179
Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice.dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (JULY 2002)--ALTERNATE I (APR 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service--disabled veterans or, in the case of any publicly

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owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

[] TIN: _____.

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of

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business or a fiscal paying agent in the United States;
☐ Offeror is an agency or instrumentality of a foreign government;
☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:
 Name _____
 TIN _____.

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern. Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business

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Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51--100	<input type="checkbox"/> \$1,000,001--\$2 million
<input type="checkbox"/> 101--250	<input type="checkbox"/> \$2,000,001--\$3.5 million
<input type="checkbox"/> 251--500	<input type="checkbox"/> \$3,500,001--\$5 million
<input type="checkbox"/> 501--750	<input type="checkbox"/> \$5,000,001--\$10 million
<input type="checkbox"/> 751--1,000	<input type="checkbox"/> \$10,000,001--\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint

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venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) The offeror shall check the category in which its ownership falls:

☐ Black American.
☐ Hispanic American.
☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns Maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are partici-

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pating on the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No	Country of Origin
--------------	-------------------

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free

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Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No..

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

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Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List

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of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

Your quotation must include the following information:

Price list number and date

or

Cost breakdown by direct labor (list categories, hours and pay rates). In addition to the direct rates, provide the applicable indirect information (G&A), overhead, facilities capital cost of money (FCCM) and profit.

or

Applicable General Services Administration (GSA) contract number.

If unable to quote FOB, Destination, please complete the following:

FOB Point _____

Estimated Shipping Charge _____

Business size:

Large _____ Small _____ Nonprofit _____

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Cage Code _____

Tax Identification Number (TIN) _____

DUNNS _____

ELIGIBILITY REQUIREMENTS

All contractors and individuals doing business with the Federal Government must be registered at the Contractor Central Registration Database located at:
<http://ccr.dlsc.dla.mil/>.

ELECTRONIC DISTRIBUTION OF CONTRACT DOCUMENTS

All contract award and contract modification documents will be distributed electronically using the Navy Air Force Interface (NAFI) system. The contractor's copy will be provided in portable document format (pdf) as an attachment to an e-mail that will be sent to the contractor by the NAFI system. A pdf file may be accessed using Adobe Acrobat Reader software. This is a free software that may be downloaded at:
<http://www.adobe.com/products/acrobat/readstep.html>

Provide the following information that will be used to make electronic distribution for any resultant contract:

Name of Point of Contact to Receive
Distribution _____

Phone Number for Point of Contact _____

E-Mail Address for Receipt of Distribution _____

USE OF THE GOVERNMENTWIDE COMMERCIAL PURCHASE CARD

Will you accept the Governmentwide Commercial Purchase Card as a method of purchasing supplies and/or services.

_____ Yes _____ No

Will you accept the Governmentwide Commercial Purchase Card as a method of payment for your invoice.

_____ Yes _____ No

DUTY FREE ENTRY

Will any materials being shipped to the Government require a duty-free entry certificate for foreign supplies.

_____ Yes _____ No

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If yes, please include dollar amount \$ _____

52.216-19 -- Order Limitations.

Order Limitations (Oct 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor --
- (1) Any order for a single item in excess of \$50,000.00
 - (2) Any order for a combination of items in excess of \$50,000.00 or
 - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

52.214-22 -- Evaluation of Bids for Multiple Awards.

Evaluation of Bids for Multiple Awards (Mar 1990)

In addition to other factors, bids will be evaluated on the basis of advantages and disadvantages to the Government that might result from making more than one award (multiple awards). It is assumed, for the purpose of evaluating bids, that \$500 would be the administrative cost to the Government for issuing and administering each contract awarded under this solicitation, and individual awards will be for the items or combinations of items that result in the lowest aggregate cost to the Government, including the assumed administrative costs.

(End of Provision)